

Newton

PPME #2003 (Police)

7/1/2006 6/30/2007

**AGREEMENT  
CITY OF NEWTON  
AND  
PUBLIC PROFESSIONAL AND  
MAINTENANCE EMPLOYEES  
LOCAL 2003**



**JULY 1, 2006 – JUNE 30, 2007**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 INTENT AND PURPOSE .....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 DEFINITIONS .....	1
ARTICLE 4 UNION RIGHTS .....	2
ARTICLE 5 MANAGEMENT RIGHTS.....	3
ARTICLE 6 CHECK OFF .....	4
ARTICLE 7 WORK STOPPAGE .....	4
ARTICLE 8 VACATION.....	5
ARTICLE 9 SICK LEAVE .....	6
ARTICLE 10 MATERNITY LEAVE.....	8
ARTICLE 11 FUNERAL LEAVE.....	8
ARTICLE 12 JURY DUTY .....	9
ARTICLE 13 HOLIDAYS.....	9
ARTICLE 14 HOURS OF WORK .....	11
ARTICLE 15 OVERTIME .....	12
ARTICLE 16 COURT APPEARANCE AND CALLBACK.....	13
ARTICLE 17 GRIEVANCE PROCEDURE .....	14
ARTICLE 18 INSURANCE .....	15
ARTICLE 19 UNIFORM AND CLOTHING ALLOWANCE .....	17
ARTICLE 20 PERSONNEL TRANSACTION - RULES .....	18
ARTICLE 21 HEALTH AND SAFETY.....	18
ARTICLE 22 SENIORITY AND SHIFTS.....	19
ARTICLE 23 COMPENSATION .....	20
ARTICLE 24 COLLEGE CREDIT PAY INCENTIVE.....	20
ARTICLE 25 WHOLE AGREEMENT .....	21
ARTICLE 26 GENERAL CONDITIONS.....	21
ARTICLE 27 EFFECTIVE PERIOD.....	22
ARTICLE 28 LEAVE OF ABSENCE.....	22
APPENDIX A.....	24
MEMEORANDUM OF UNDERSTANDING.....	26

## **PREAMBLE**

THIS AGREEMENT is executed by the City of Newton, Iowa (hereinafter called "Employer") and Public Professional and Maintenance Employees Local Union 2003, IUPAT, (hereinafter called "Union").

## **ARTICLE 1**

### **INTENT AND PURPOSE**

**Section 1.** The Employer, the Union and the Employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Newton, Iowa.

**Section 2.** The Employer, the Union and the Employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government in the City of Newton.

**Section 3.** It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of a claimed grievance, and to prevent any strike, work stoppage or other interruption of work or interference with the Employer's operations.

## **ARTICLE 2**

### **RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 536 as amended, to-wit:

All full-time and regular part-time employees in the classifications of police officers, parking enforcement attendants, clerks, and identification technicians, excluding the chief, lieutenants, administrative assistant and all employees excluded by Section 4 of the Act, and all other employees of the City of Newton.

## **ARTICLE 3**

### **DEFINITIONS**

**Section 1.** A part-time employee is a person who is normally hired for at least twenty (20) hours per week but less than forty (40) hours per week. A part-time

employee is included within this bargaining unit and is entitled to pro rata benefit of this Agreement. Part-time employees as of July 1, 2000, will be "grand fathered" and will not be affected by this section.

**Section 2.** A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

**Section 3.** A probationary employee is a certified police officer or youth officer who has not completed nine (9) months of continuous service with the Employer, or a non-certified police officer or youth officer who has not completed nine (9) months of continuous service with the Employer following successful completion of the Iowa Law Enforcement Academy. Parking Enforcement Attendants, Identification Technicians or Clerks are probationary employees if they have not completed six (6) months of continuous service with the Employer. During the probationary period, such employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off, or suspend such probationary employee for any reason with cause.

**Section 4.** A regular employee is an employee other than a temporary employee or a part-time employee, who has completed the probationary period.

**Section 5.** Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

**Section 6.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 7.** An "emergency" shall be defined as any action that is unplanned, not usual or that does not occur with a degree of regularity.

#### **ARTICLE 4**

#### **UNION RIGHTS**

**Section 1.** The Union recognizes its responsibility as the exclusive bargaining agent for the employees described above, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost consistent with Fair Labor Standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees: (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees, (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and (c) that it will earnestly strive to improve and strengthen goodwill between and among the Employer and its employees, the Union, and the public.

**Section 2.** The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the Employer's employees to refrain from becoming members of the Union. There shall be no discrimination by the Employer or by the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any activity, which will interrupt or interfere with the operations of the Employer.

**Section 3.** The Union and the Employer will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the Employer or the Union because of race, creed, color, national origin, sex, age, or disability.

**Section 4.** A duly authorized representative of the Union shall have access to Employer premises for purposes of investigating pending grievances. The Employer will cooperate to facilitate such visitation, and the Union will not interfere or interrupt the Employer's operations or the work of its employees.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 1.** In addition to all powers, duties and rights of the Employer established by a constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

- a. The right to manage the Employer's operation and to direct the working force;
- b. The right to hire employees;
- c. The right to maintain order and efficiency;
- d. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- e. The right to assign work;
- f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g. The right to create, modify and terminate departments, job classifications and job duties;
- h. The right to transfer, promote and demote employees;
- i. The right to discipline, suspend or discharge employees for proper cause;
- j. The right to lay-off;
- k. The right to determine the number and starting time of shift, the numbers of hours and days in a work week and the hours of work;
- l. The number of persons to be employed by the Employer at any time;

- m. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be the purpose of discriminating against any employee because of his membership or non-membership in the Union.

**Section 2.** The list of management rights set forth in Section 1 is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, powers and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved by it and shall remain within its exclusive control.

## **ARTICLE 6**

### **CHECK OFF**

**Section 1.** The Employer agrees to deduct Union membership dues for the Union is a specific dollar amount twice each month from the pay of those employees who individually request in writing such deduction be made. Authorizations delivered to the Employer at least ten (10) days prior to the first day of the succeeding month shall become effective on the first day of said succeeding month. Any change in the check-off shall be requested by the individual in writing.

**Section 2.** Check-off monies will be deducted from each paycheck. Dues and an itemized statement shall be remitted to the Union Business Manager within ten (10) days after deductions are made.

**Section 3.** The Employer will not deduct dues beginning the first day of the month after the Employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke the authorization for check-off upon thirty (30) days notice in writing to the Employer and to the Union.

**Section 4.** The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union and the employee agree that the Employer shall be saved harmless for deductions made in conformance with the written authorization.

## **ARTICLE 7**

### **WORK STOPPAGE**

**Section 1.** The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket

line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 3.** No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

**Section 4.** In the event of a violation of Section 12 of the Act or a violation of Section 3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and employee meetings, to bring about an immediate resumption of normal work.

**Section 5.** In the event of a violation of Section 12 of the Act or a violation of Section of this Article, any and all legal censures provided by the Act will be applicable.

## **ARTICLE 8**

### **VACATION**

**Section 1.** Subject to and in accordance with the provisions of this Article, paid vacation will be granted to employees after continuous active service pursuant to the following schedule:

After one (1) year	1 week
After two (2) years	2 weeks
After six (6) years	3 weeks
After thirteen (13) years	4 weeks
After twenty (20) years	5 weeks

Effective July 1, 2004, add one (1) day to each vacation increment. The schedule beginning July 1, 2004, shall be:

After one (1) year	1 week and 1 day
After two (2) years	2 weeks and 1 day
After six (6) years	3 weeks and 1 day
After thirteen (13) years	4 weeks and 1 day
After twenty (20) years	5 weeks and 1 day

**Section 2.** For purposes of this Article, a week as set forth in Section 1 above shall be defined as five (5) working days based on the current schedule.

**Section 3.** The purpose of a vacation is to enable the employee to enjoy periodic rest from work and return refreshed. Accordingly:



- a. All vacations earned must be taken by employees so that at any one time employees will not have more than twice their annual accrual amount.
- b. No employee shall be entitled to vacation pay in lieu of vacation, except that an employee that terminates employment, voluntarily or involuntarily, shall receive lump sum payment for any vacation earned.
- c. Vacation will be earned on a monthly basis, one-twelfth (1/12) of the vacation being earned each month, provided that no vacation may be earned on a pro rata basis until after the employee has worked his first full year.

**Section 4.** Vacations will, so far as possible, be granted at times most desired by employees, provided, however, the final right to determine vacation periods is reserved exclusively to the Employer.

**Section 5.** Vacation requests must be made in writing to the employee's designated supervisor. Those vacation requests made thirty (30) days in advance and of one (1) week duration or more shall receive priority. Vacation requests made less than thirty (30) days in advance of the desired vacation time shall be treated on a staffing levels available basis. Vacation requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance.

**Section 6.** Vacation Procedures.

- a. Vacation time may be taken one (1) day at a time if desired.
- b. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.
- c. No more than one (1) employee from each classification (police officer, investigator, clerk, parking enforcement attendant, identification technician) or shift, may take vacation at the same time, unless waived by written permission of the Chief of Police.
- d. For purposes of vacation selection, those officers working "Power" shift shall select, by seniority, vacation with Second (2<sup>nd</sup>) shift.

## **ARTICLE 9**

### **SICK LEAVE**

**Section 1.** Sick leave may be used for doctor or dental appointments, personal illnesses and injury, and no other purpose except that an employee may use up to three (3) days a year for such leave for serious or chronic illness of a member of his immediate family. Immediate family is defined as spouse, children, or stepchildren living in the same household, parents or stepparents. In addition, an employee may use up to one (1) day of sick leave per occurrence to care for a child during the first day of the child's illness. It is understood that doctor or dental appointments will be approved by the supervisor in advance provided that adequate staffing is available. Sick leave for doctor

or dental appointments will disqualify the individual for the quarterly sick leave bonus. Sick leave will not be allowed if an employee is injured while gainfully employed on non-city work.

**Section 2.** Regular employees shall be granted two (2) working days of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred fifty (150) days.

**Section 3.** The Employer reserves the right to require a physician's signature for any absence due to sickness.

**Section 4.** To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

**Section 5.** Except as noted below, no employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave.

Effective June 30, 2007, in the event of a regular or disability retirement, employees are entitled to payment for unused sick leave in the amount of thirty-five percent (35%) of all accumulated hours.

**Section 6.** Sick leave shall be charged against scheduled working days only.

**Section 7.** Employees shall be eligible for sick leave on the following basis:

- a. Sick leave will be paid at 100 % of the employee's regular rate of pay.
- b. If there has been no sick leave used during each fiscal quarter, the employee will be awarded one hundred dollars (\$100.00) per quarter as a sick leave bonus.
- c. At the time of sick leave bonus payment as outlined in subsection b above, if an employee has not worked at least one full day of a regular work schedule because of job-related injury absence, that employee will not be eligible for sick leave bonus for that quarter.
- d. Sick leave may be taken in one (1) hour increments.

**Section 8.** Sick leave may be used by male employees for absence necessitated by the desire to be with his wife during childbirth and in caring for his wife and child. Sick leave for male employees for absence during labor shall be granted in accordance with Section 1 of this Article. Additional sick leave for male employees for absence following childbirth shall be granted for up to three (3) consecutive calendar days immediately following the birth of a child. Except in unusual circumstances, said leave shall not be granted for more than three (3) consecutive calendar days.

## **ARTICLE 10**

### **MATERNITY LEAVE**

**Section 1.** Eligible employees may receive maternity leave for a period not to exceed eight (8) weeks. An employee may use sick leave for up to four (4) weeks of their maternity leave, provided they have accumulated sufficient sick leave prior to maternity leave. Effective July 1, 1990, an employee may use sick leave for up to six (6) weeks of their maternity leave, provided they have accumulated sufficient sick leave prior to maternity leave. All employees requesting maternity leave shall do so in writing to the Chief of Police as far in advance of the requested leave as possible.

**Section 2.** Any employee granted leave under this section shall present a doctor's statement as to pregnancy and as to anticipated return therefrom and within seven (7) calendar days following birth, miscarriage, or abortion, the employee shall advise the Employer of the date by which the employee shall return to work, not to exceed fifty-six (56) calendar days from the date of birth, miscarriage, or abortion, unless, as a result of a maternity-related disability, a request for extension of the maternity leave is made by the individual's physician in writing. In the event said request is made as a result of a maternity-related disability, the disability leave shall be extended for the term of the disability. If the employee fails to return to work by such date, the employee will be considered to be voluntarily resigned or retired, unless an extension is granted by the Employer.

**Section 3.** Additional accumulated sick leave may be used for absences necessitated by disabilities associated with pregnancy by doctor's orders. When an employee has used all of her accumulated sick leave, she may elect to use her vacation time.

## **ARTICLE 11**

### **FUNERAL LEAVE**

**Section 1.** An employee will be granted funeral leave, with no loss of compensation, for up to three (3) consecutive calendar days immediately preceding and including the day of the funeral of an immediate family member. For purposes of this Article, immediate family shall mean the employee's spouse, children, or stepchildren, parents or stepparents, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, brother sister, or permanent member of the immediate household.

**Section 2.** An employee will be granted one (1) day funeral leave with no loss of compensation to attend the funeral of other relation who are not members of the immediate family as described in the Section 1 above.

**Section 3.** The above leave with pay is intended to cover travel but in special cases involving unusual travel or special circumstances, the Chief of Police may grant additional leave with pay not to exceed maximum of three (3) consecutive calendar days. Except as provided in Section 6 of this Article, the additional leave shall be charged as sick leave.

**Section 4.** Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

**Section 5.** In order to obtain funeral leave, the employee shall immediately notify the department of the death and request the leave.

**Section 6.** In the event of the death of a spouse, child, stepchild, or parent, the employee shall be granted an additional seven (7) consecutive calendar days with pay. The employee may return sooner upon the employee's request.

**Section 7.** An employee will be granted up to four (4) hours of funeral leave when serving as a pallbearer at a funeral.

## **ARTICLE 12**

### **JURY DUTY**

**Section 1.** Any full-time employee selected for jury duty, shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage and expenses.

**Section 2.** An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

## **ARTICLE 13**

### **HOLIDAYS**

**Section 1.** July 1<sup>st</sup> of each year each employee assigned the Patrol Division shall be credited with eleven (11) additional days off. Such days may be used as follows:

- a. Up to five (5) days may be used in conjunction with vacation time, or,
- b. All eleven (11) days may be used as "casual" days and taken one (1) day at a time. Staffing levels availability will determine if a specific casual day off request is granted.
- c. Casual day time must be used in increments of two (2) hours or more.

**Section 2.** July 1<sup>st</sup> each employee not assigned the Patrol Division (Parking Enforcement Attendant, Clerks, Investigators, and Identification Technicians) shall be credited with six (6) additional days off. Such days may be used as follows:

- a. Up to five (5) days may be used in conjunction with vacation time, or
- b. All six (6) days may be used as "casual" days and taken one (1) day at a time. Staffing levels availability will determine if a specific causal day off request is granted.
- c. Casual day time must be used in increments of two (2) hours or more.

**Section 3.** Credited days off from Section 1 and 2 above may not be carried over into another fiscal year.

**Section 4.** Those employees whose assignment requires them to work any of the following designated holidays shall receive two (2) times their regular rate of pay for that day. Holiday pay is limited to two (2) times the employee's regular hourly rate. There shall be no pyramiding of premium rates.

- |                                      |                              |
|--------------------------------------|------------------------------|
| 1. New Years Day                     | 7. Veterans Day              |
| 2. Good Friday (civilian personnel)  | 8. Thanksgiving Day          |
| 3. Easter Sunday (uniform personnel) | 9. Friday after Thanksgiving |
| 4. Memorial Day                      | 10. Day before Christmas     |
| 5. Independence Day                  | 11. Christmas Day            |
| 6. Labor Day                         |                              |

Holidays shall begin with the morning shift on the day of the holiday and shall end twenty-four (24) hours later.

**Section 5.** In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday, unless excused. No employee who is on lay-off or is under suspension will be eligible for holiday pay.

**Section 6.** Those employees assigned Monday through Friday work duties, shall take all of the above scheduled holidays off with pay. When one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as the holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

**Section 7.** If an employee is regularly scheduled to work a holiday, a supervisor may not change the schedule for the apparent purpose of avoiding holiday pay, unless the employee agrees to such change.

## **ARTICLE 14**

### **HOURS OF WORK**

**Section 1.** This Article is intended to set forth the guidelines that shall govern the normal hours of work. The Employer agrees to meet with and confer with the Union regarding the work schedule, but it is understood and agreed that the Employer has the right to establish the work schedule. The Employer also has the right to change the work schedules from time to time to meet the needs of the Employer. This section is not an attempt to interfere with the Employer's right to make individual job assignments.

**Section 2.** The normal work week for personnel assigned the Patrol Division is: Five (5) work days followed by four (4) days off; five (5) work days followed by four (4) days off; six (6) work days followed by four (4) days off. The normal workday shall be ten (10) hours. Patrol Division officers shall receive two (2) 16-1/2-minute paid breaks and one (1) 40-minute paid lunch period and shall be able to combine the two (2) 16-1/2-minute breaks, or one 16-1/2-minute break and the 40-minute lunch period into one time period.

**Section 3.** The normal workweek for those employees in the classification of clerk is five (5) eight (8) hours work days, Monday through Friday, followed by two (2) days off. Clerks shall receive two (2) 15-minute breaks and one (1) 30-minute paid lunch period and shall be able to combine breaks and meal period into one time period.

**Section 4.** The normal workweek and workday for personnel assigned the Investigative Unit shall consist of forty (40) hours per workweek. The varied nature of investigative work dictates flexibility. Therefore, the following schedule may be altered from time to time, as need dictates. The work schedule shall consist of six (6) workdays followed by two (2) days off; four (4) workdays followed by two (2) days off. Investigative Unit officers shall receive two (2) 15-minute breaks and one (1) 30-minute lunch period and shall be able to combine breaks and lunch period into one time period.

**Section 5.** The normal workweek and workday for Parking Enforcement Attendants shall consist of eight (8) hours per day, forty (40) hours per week. The normal work schedule shall be five (5) workdays, Monday through Friday, followed by two (2) days off. Parking Enforcement Attendants shall receive two (2) 15-minute breaks and one (1) hour unpaid lunch period.

## **ARTICLE 15**

### **OVERTIME**

**Section 1.** Work in excess of an employee's normal workweek, or tour of duty, is overtime. The following activities do not constitute overtime work:

- a. Award Ceremonies
- b. Promotion Examinations
- c. Physical Examinations
- d. Disciplinary Hearings
- e. Traveling to and from schedule training outside of Jasper County

**Section 2.** Overtime will be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. An employee who elects cash compensation will receive such compensation on the paycheck which covers the pay period overtime is earned.

**Section 3.** The Employer has the right to order any employee to perform overtime duty when required. Overtime required by the Employer shall be distributed as equally as practicable among employees within the job classification who regularly perform the class of work required in which the overtime is required. An overtime call list shall be maintained by the Department for this purpose. In the unlikely event, however, that the Employer shall be unable to secure sufficient staffing levels on a voluntary basis, the Department shall keep an involuntary recall list starting the least senior employee to be required to work the first involuntary recall. Thereafter, the involuntary recall will rotate up the seniority list. Any employee volunteering for overtime hours will have their name rotated to the bottom of the involuntary recall list (by a supervisor), the same as if the assignment was involuntary. This rotation occurs at the time the officer volunteers for the overtime assignment. Scheduling of overtime assignments shall not be used as a disciplinary tool either to punish or reward employees.

**Section 4.** Employees may be allowed to trade time with other employees within the same classification with the approval of the Employer. The Employer shall adopt guidelines for trading time but under no circumstances shall the Employer be required to pay overtime because of employees' trading time.

**Section 5.** The Employer shall maintain records of overtime for each employee. Such records shall be available for inspection by the employee upon reasonable request time.

**Section 6.** In the event an employee is required to work more than thirteen (13) hours in a twenty-four (24) hour period, the employee will receive double his/her normal hourly rate of pay.

**Section 7.** Clerks shall receive forty dollars (\$40.00) above regular or overtime pay for each female prisoner transport. Clerks shall be called first and if none are available, Parking Enforcement Attendants will then be called to transport female prisoners and shall receive forty dollars (\$40.00) above regular or overtime pay for each female prisoner transport.

## **ARTICLE 16**

### **COURT APPEARANCE AND CALLBACK**

**Section 1.** An employee who appears in Court pursuant to a subpoena or order from the Chief of Police in pursuance of the employee's duties as a police officer or as a result thereof shall receive a minimum amount of compensation of two (2) hours pay at the rate of time and one-half (1 ½) for any time spent thereat when the employee is not actually on a regular tour of duty. This shall apply per subpoena as long as the Court appearances are scheduled for two (2) hours or more apart. Employees shall receive a minimum of one (1) hour pay at the overtime rate for telephone subpoenas.

**Section 2.** In the event that the case for which the off-duty employee has been notified and called to testify is cancelled, the Employer or court officer shall notify the employee as soon as possible not to appear. Notification shall be deemed made if a completed call or message for the employee is left at the residence. If said notification is not made eight (8) hours prior to schedule appearance time, the employee shall receive compensation of two (2) hours at the rate of time and one-half (1 ½).

**Section 3.** If the employee in fact spends in excess of two (2) hours at such appearance as specified in Section 1, said employee shall be compensated for the full amount of time actually spent at the overtime rate, provided the employee was off-duty.

**Section 4.** An employee scheduled for court appearance during scheduled vacation, including days off preceding and following vacation, shall receive one (1) additional day of vacation unless a continuance is granted. Employees receiving benefits under this section shall not be eligible for benefits under Section 1.

**Section 5.** An off-duty employee who is recalled shall receive a minimum of two (2) hours compensation at the overtime rate whether placed on actual duty or not.

**Section 6.** Any witness fees collected by the employee shall be turned over to the Employer. Mileage fees collected shall also be turned over to the Employer, if the employee used a City-owned vehicle for transportation.

**Section 7.** Employees on a full casual or vacation day shall be recalled last.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

**Section 1.** Definition General Rules:

- a. The word "grievance" wherever used in this Agreement shall mean any difference between the Employer and any employee covered by this



Agreement over to the interpretation, application, or alleged violation of any of the terms and provisions of this Agreement.

- b. An employee shall use this grievance procedure, exclusively for the resolution and determination of disputes which arise under the terms and conditions of this Agreement, except for matters under the jurisdiction of the Civil Service Commission as set out in Chapter 400 of the Iowa Code.
- c. Unless a grievance is appealed as hereinafter provided, it shall have no further validity or effect. Unless a grievance is received within the time limitation hereinafter provided, the grievance will be considered abandoned.
- d. Unless otherwise specifically agreed by the Union and the Employer, each grievance will be separately heard and determined.

**Section 2.** Procedure – A grievance that may arise shall be processed and settled in the following manner:

- a. Step 1: The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within seven (7) calendar days after knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved employee within seven (7) calendar days after such discussion. The failure of the supervisor to reply within said seven (7) day period, shall be deemed a denial of the grievance and may be appealed to the next step.
- b. Step 2: If such grievance is not resolved by Step 1, the aggrieved employee may appeal. The employee shall within seven (7) calendar days following completion of Step 1, present the grievance in writing to the Chief or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Chief or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of ten (10) working days. The failure of the Chief or his designated representative to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance and may be appealed to the next step.
- c. Step 3: A grievance not settled in Step 2 may be appealed. The employee and/or his steward shall, within five (5) calendar days of receipt of the decision specified in Step 2, or, if not written decision specified in Step 2 was made, then within five (5) calendar days after such decision could have been issued, present the grievance in writing to the City Administrator. A meeting concerning the grievance shall be held within ten (10) calendar days unless the time is extended by mutual agreement. This meeting shall be closed to the public. The City Administrator shall investigate the grievance and issue a decision in writing with five (5) calendar days. The failure of the City Administrator to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance, which may then be appealed to the next step.
- d. Step 4: If the grievance is not settled in Step 3, it may be appealed to arbitration by the employee with consent of the Union by written notice of a request for arbitration, submitted to the Council and Mayor within five (5) working days after

completion of Step 3. Said written notice shall be signed by the Union. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer' receipt of the arbitration notice, the parties shall request to the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

**Section 3.** An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee.

**Section 4.** The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and travel expenses for the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

**Section 5.** The arbitrator shall not have power to accept or to decide any grievance, which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, Code of Iowa 1975).

## **ARTICLE 18**

### **INSURANCE**

**Section 1.** The Employer shall maintain, at no cost for each employee, Employee only coverage for a health and accident insurance policy, regardless of the plan which is selected by the employee. The Employer will also pay the administration cost to implement and maintain each plan. The Employer will provide five (5) options for insurance that are identified as Plan A, Plan B, Plan C, and Plan D, with the fifth option being an "opt out" of coverage provision.

For employees who select Plan A, the Employer shall contribute an amount for Employee plus Spouse, Employee plus Children, or Employee plus Family coverage which, for the period beginning July 1, 2006, is equal to ninety-five percent (95%) of the difference between the cost of the premium for such coverage and the cost of Employee Only coverage under Plan A. For employees who elect coverage under Plan A other than Employee only coverage, the Employee shall pay the remaining cost of the

premium for the coverage elected. For employees who select Plan B, Plan C, or Plan D, the Employer shall pay the full cost of the premium for Employee plus Spouse, Employee plus Children, or Employee plus Family coverage.

**Section 2.** The Employer shall provide up to \$27.45 per month for single coverage and up to \$73.00 per month for family coverage for a dental insurance policy with the policy providing coverage comparable to the policy in existence.

**Section 3.** The Employer shall provide up to \$5.60 for a policy insuring the life of said employee in an amount of \$20,000. Employees shall also be eligible to purchase additional amounts of insurance at their own expense in accordance with rules and regulations set forth by the insuring company.

**Section 4.** Article 18 of the contract provides for dollar amounts for insurance coverage that will be paid by the Employer. It is understood that the Employer will guarantee that the rates paid will cover the total cost of insurance.

Plan A provides for deductibles of \$350 single / \$700 family; prescription drug plan of \$10 generic, \$20 brand if no generic and \$30 if generic available but select brand name; co-insurance rates at 80% / 20% in network and 70% / 30% out of network; and a maximum out of pocket of \$500 single / \$1,000 family.

It is the intent of the Employer to maintain the same insurance carrier throughout the term of the contract, unless the cost of such insurance shall increase to such an extent that the Employer or Union feels the need for change is probable. In that event, joint studies will be made and any change shall be a joint decision between the Union and the Employer. However, this shall not be interpreted to limit the recommendations of the insurance committee referred to below in Section 6.

**Section 5.** Employees desiring to participate in family coverage must enroll at the time the group enrolls, at the original institution of the plan. Those employees failing to do so at that time will be permitted to enroll only in accordance with the underwriting rules of the insurance company in effect at that time, and with no additional cost to the Employer.

**Section 6.** Insurance Committee. The Employer and the Union agree to participate in a facilitated citywide insurance committee during the term of this contract. The committee will use consensus decision-making to evaluate health/dental/drug insurance coverage and make recommendations to the bargaining unit.

**Section 7.** The City shall implement medical reimbursement and dependent care reimbursement accounts. The City shall pay the monthly fee for those who sign up for each pre-tax option account with a minimum of \$25.00 per month for each account. Rebate account balances to the employee at the end of the year, if possible.

**Section 8.** The City shall establish a committee to promote wellness.

## **ARTICLE 19**

### **UNIFORM AND CLOTHING ALLOWANCE**

**Section 1.** All employees shall receive a clothing allowance, based upon the following schedule, with one-half (1/2) to be paid on September 1, and one-half (1/2) to be paid on March 1, of each contract year.

Officers	\$615
Parking Enforcement Attendants	\$615
Clerks	\$520

**Section 2.** All employees covered in Section 1 shall be responsible for having sufficient items of clothing to comply with the uniform requirements of the Employer.

**Section 3.** Each employee shall receive replacement for those items of clothing that have been destroyed through performance duty. The term destroyed shall include damaged to the extent that wearing of such item would not comply with the uniform requirements of the Employer.

**Section 4.** Personal property required to be carried on duty, such as watches, shall be replaced or repaired at a reasonable price not to exceed \$75.00 as determined by the Chief of Police, in the event of destruction or damage through performance of duty. Glasses shall be replaced or repaired at as reasonable price as determined by the Chief of Police in the event of destruction or damage through performance of duty. However, the City shall not be responsible for the cost of an eye examination.

**Section 5.** At the time of clothing allowance payment as outlined in the Sections above, if an employee has not worked at least one full day during the six (6) month period preceding September 1, or March 1, that employee will not be eligible for that clothing allowance payment.

## **ARTICLE 20**

### **PERSONNEL TRANSACTION – RULES**

**Section 1.** An employee shall be given copies of all documents placed in his/her personnel file within ten (10) days of the time any document is placed therein.

**Section 2.** Each employee shall be entitled to review his personnel file upon request to the Chief of Police.

**Section 3.** The Employer will promulgate departmental rules and regulations and provide each officer with a copy thereof. Upon promulgation of said rules and regulations, all prior rules, regulations, directives, and general orders, except as specifically noted in writing, will be cancelled.

**Section 4.** Minor infractions shall be removed from an officer's file within a period of two (2) years and thereafter shall not be considered for any purpose whatsoever.

"Minor infractions" shall mean action taken, which resulted in punishment of less than a suspension of one (1) day without pay.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

**Section 1.** The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

**Section 2.** The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

**Section 3.** Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle to the shift commander.

**Section 4.** Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated. Clothing will be exempt if employee has completed one (1) year of employment.

**Section 5.** The Employer shall schedule and pay for a physical examination for each employee during each three (3) year period. Bargaining Unit employees shall be divided into three (3) groups so 1/3 of the physical examinations are conducted each year.

**Section 6.** The employee shall report for physical examination when scheduled. Employees shall comply with any recommendation of their physician resulting from said physical examination. The physician shall be chosen by the Employer and the employee agrees to submit to the physician a patient's waiver so that a complete physical report can be made to the Employer. The Employer agrees to pay for any additional tests requested by the examining physician.

**Section 7.** A hearing test will be given as part of the physical examination. The Employer will send individuals to a hearing specialist upon recommendation from the examining physician.

**Section 8.** The Employer has the right to establish minimum physical standards. Said standards shall be distributed to each bargaining unit employee. The Employer will work with each employee to meet these standards. Standards will be

reviewed periodically and may be changed. Any changes will be made available to all employees. Changes shall not take effect until thirty (30) days after said notice. Failure to make continuing progress towards meeting minimum physical standards may result in disciplinary action, including discharge.

- a. Upon implementation of minimum physical standards, the Employer shall pay 50% of the cost up to \$90.00 per fiscal year towards a fitness club or class membership.
- b. Physical standard tests shall be conducted prior to July 1, and January 1, of each fiscal year to determine employees' meeting of minimum physical standards. Eligible bargaining unit employees who meet minimum physical standards shall be eligible for one (1) day off or one (1) day's pay, at the employee's option, during each six (6) month period. Said day off may not be carried over or accumulated and must be used during the July 1<sup>st</sup> to December 31<sup>st</sup> or January 1<sup>st</sup> to June 30<sup>th</sup> periods after successful completion of the minimum physical standards test.

## **ARTICLE 22**

### **SENIORITY AND SHIFTS**

**Section 1.** Seniority is the length of continuous service with the Police Department from the employee's last date of hire. The Employer agrees to post on the Union Bulletin Board a list indicating the seniority of all members of the bargaining unit.

**Section 2.** Seniority shall, subject to the terms of this agreement, be considered for shift selection, on duty-time slots and vacation leave selection.

**Section 3.** All members of the bargaining unit assigned to the Patrol Division and Clerks shall have the opportunity of making shift bid thirty (30) days prior to the start of the calendar year. Bidding shall be done on the basis of seniority for the following shifts:

<b>1<sup>st</sup> Shift</b>	0715 – 1715 0900 - 1900
<b>2<sup>nd</sup> Shift</b>	1700 - 0300 1900 - 0500
<b>Power Shift</b>	1200 - 2200
<b>3<sup>rd</sup> Shift</b>	2130 - 0730
<b>Clerks:</b>	0730 – 1530 1200 – 2000

**Section 4.** If vacancies occur during the calendar year, individuals may submit written requests to transfer to fill the vacancy. However, the Chief of Police shall have discretion as to assignment to fill mid-year vacancies.

## **ARTICLE 23**

### **COMPENSATION**

**Section 1.** The regular rates of pay for each classification of employees are set out in Appendix A, which is attached hereto and by this reference made a part thereof.

**Section 2.** Any employee or his/her representative shall have the right to examine the time sheets and other records pertaining to the computation of pay or benefits of that employee at reasonable times.

**Section 3.** Distribution of all quarterly, semi-annual and annual allowances is based upon an employee's continued employment through the end of the fiscal year. Notwithstanding any other references in this contract, upon termination from employment for any reason, all employee cash benefits or benefits that can be converted to cash including fitness membership and casual days shall be pro-rated to the date of termination.

## **ARTICLE 24**

### **COLLEGE CREDIT PAY INCENTIVE**

**Section 1.** To stimulate employee development, an officer may receive education incentive pay for college credit. Each employee shall receive \$1.00 per semester credit hour per month up to a maximum of \$60.00 per month. A semester course rated by quarter hours will be given 2/3 a semester hour credit.

**Section 2.** In order for a course to be eligible for education incentive pay, it must meet the following requirements:

- a. The courses must be taken at schools accredited by the North Central Association of Colleges and Secondary Schools and must be part of a curriculum leading to a certificate, an associate degree, or a bachelor's degree in political science, law enforcement, criminology or similar work related fields.
- b. A minimum cumulative grade point of 2.0 must be maintained on courses turned in for receipt of pay, and no incentive pay will be paid for any course in which the employee received a failing mark.
- c. Any course taken following a person's employment shall be in law enforcement related fields and the course first approved by the Chief of Police.

**Section 3.** In no case is education incentive pay to be granted for completion of course work at the Iowa Law Enforcement Academy or similar institutions. This program is for college level work towards an appropriate degree or certificate.

**Section 4.** No probationary employee shall be eligible for education incentive pay.

**Section 5.** Any courses taken pursuant to this program shall be taken on the employee's own time.

## **ARTICLE 25**

### **WHOLE AGREEMENT**

**Section 1.** The Union and the Employer acknowledges that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining and that the whole understanding arrived at after the negotiations is set forth in this Agreement and those attachments or appendices referenced in the body of the Agreement.

## **ARTICLE 26**

### **GENERAL CONDITIONS**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa.

**Section 2.** Whenever the context of this Agreement permits, the masculine includes the feminine or masculine, the singular number includes the plural, and references to any party includes its agents, officials and employees.

**Section 3.** In the event any provisions of this Agreement is held invalid by any court of competent jurisdiction or by virtue of the enactment or promulgation of any legislative authority which has application to this Agreement, the said provisions shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement. In the event of any such occurrence and notwithstanding anything to the contrary herein, the Parties agree that the subject covered of any invalid provision shall be opened for renegotiation within a period of thirty (30) days following the occurrence of such event.

**Section 4.** Whenever reference is made in this agreement to the approval of the Chief of Police, such term shall also include the designated representative of the Chief of Police.

**Section 5.** The Employer will establish an approved savings deduction program and United States Savings Bond Program and upon written authorization from



the employee will deduct such amounts from the first paycheck of each month, as the employee shall direct.

## **ARTICLE 27**

### **EFFECTIVE PERIOD**

**Section 1.** This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until June 30, 2007.

## **ARTICLE 28**

### **LEAVE OF ABSENCE**

**Section 1.** Family and Medical Leave Act of 1993.

1. Eligible Employees shall be provided up to twelve (12) weeks of unpaid, job protected leave per year for the following reasons:
  - a. To care for the employee's child after birth or placement for adoption or foster care.
  - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
  - c. For a serious health condition that makes the employee unable to perform the employee's job.
2. For purposes of the Family and Medical Leave Act, eligible employee shall be those who have worked for the City for at least twelve (12) months and worked at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.
3. In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain forty (40) hours of vacation and/or forty (40) hours of sick leave, whichever is applicable.
4. For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling twelve (12) month period of time measured backward from the first day of the leave.
5. The employee must provide thirty (30) days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.
6. The City may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third opinions shall be at the City's expense.
7. The employee's health coverage shall be maintained by the City during the leave.

8. Upon return from the leave, the employee shall be restored to his/her original or an equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit that accrued prior to the start of the leave.
9. Administration of the Family and Medical Leave Act shall be in accordance with applicable Federal regulations.

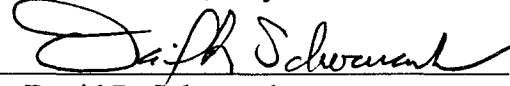
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_ day of \_\_\_\_\_, 2006.

CITY OF NEWTON, IOWA

PUBLIC PROFESSIONAL AND  
MAINTENANCE EMPLOYEES, LOCAL  
2003, IUPAT

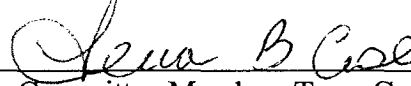
BY:   
Charles Allen, Mayor

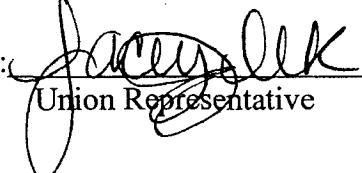
BY:   
President Chad Plowman

BY:   
David R. Schornack  
City Administrator

BY:   
Secretary Mary Ann Allspach

BY:   
Committee Member: Ryan Repp

BY:   
Committee Member: Terra Case

BY:   
Union Representative

## APPENDIX A

### WAGE SCHEDULE - MONTHLY

**EFFECTIVE JULY 1, 2006**

	POLICE OFFICERS	CLERKS	PARKING ENFORCEMENT ATTENDANTS	IDENTIFICATION TECHNICIAN
START	\$3,011.00	\$2,041.00	\$1,857.00	\$2,680.00
1 YEAR	\$3,188.00	\$2,130.00	\$1,942.00	\$2,839.00
2 YEARS	\$3,362.00	\$2,224.00	\$2,026.00	\$2,992.00
3 YEARS	\$3,497.00	\$2,321.00	\$2,115.00	\$3,112.00
4 YEARS	\$3,611.00	\$2,424.00	\$2,208.00	\$3,213.00
5 YEARS	\$3,721.00	\$2,532.00	\$2,307.00	\$3,312.00

**EFFECTIVE JANUARY 1, 2007**

	POLICE OFFICERS	CLERKS	PARKING ENFORCEMENT ATTENDANTS	IDENTIFICATION TECHNICIAN
START	\$3,041.00	\$2,061.00	\$1,876.00	\$2,707.00
1 YEAR	\$3,220.00	\$2,151.00	\$1,961.00	\$2,867.00
2 YEARS	\$3,396.00	\$2,246.00	\$2,046.00	\$3,022.00
3 YEARS	\$3,532.00	\$2,344.00	\$2,136.00	\$3,143.00
4 YEARS	\$3,647.00	\$2,448.00	\$2,230.00	\$3,245.00
5 YEARS	\$3,758.00	\$2,557.00	\$2,330.00	\$3,345.00

### **LONGEVITY SCHEDULE - MONTHLY**

For Police Officers, Clerks, Parking Enforcement Attendants and Identification Technicians

6 Years	\$15.00
8 Years	25.00
10 Years	35.00
12 Years	45.00
14 Years	55.00
16 Years	65.00
18 Years	75.00
20 Years	85.00
22 Years	95.00
24 Years	105.00

### **SHIFT DIFFERENTIAL SCHEDULE**

For All Bargaining Unit Personnel

When an employee bids on a shift at the beginning of the year, the employee will keep the shift differential applicable to the bid shift throughout the year, regardless of shift worked, unless the employee experiences a permanent shift change, in which case the employee will receive the differential applicable to the new permanent shift. Second shift (1700-0300) will include the second shift Records Clerk.

<b><u>SHIFT</u></b>	<b><u>RATE PER HOUR</u></b>
1700 hrs - 0300 hrs	.25
2130 hrs - 0730 hrs	.35

### **PAY DIFFERENTIAL**

Those Police Officers assigned the following duties shall receive, in addition to their regular pay, \$125.00 per month for the performance of those duties. Officers whose duties are split between two areas of responsibility shall receive only one pay differential.

- a. Investigator
- b. Field Training Officer (when training)

In the event a Police Officer is acting shift supervisor, the employee will receive \$1.00 per hour in addition to his/her regular hourly rate of pay for each hour worked in that capacity provided the employee works at least half the shift in the acting capacity.

The Canine Officer shall be compensated at the rate of seven and one-half (7 ½) hours per month at the overtime rate for off duty time spent feeding and caring for the dog and routine maintenance of the canine unit.

The DARE Officers will receive \$100.00 per completed DARE session based upon a 17-week curriculum or equivalent payable the first pay period following completion of the session.

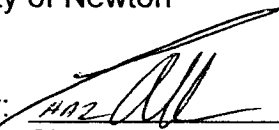
Those employees assigned to the investigative unit who are required to carry a pager during their off-duty hours shall receive, in addition to their regular pay, \$10.00 per month.

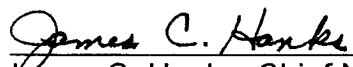
### **Memorandum of Understanding**

IUPAT Local 2003  
And  
City of Newton, Iowa

With the ratification of the 2003-2005 Collective Bargaining Agreement the City of Newton will no longer provide health insurance benefits pursuant to the 1998 arbitration award of James Cox.

City of Newton

By:   
Charles Allen, Mayor

BY:   
James C. Hanks, Chief Negotiator

IUPAT Local 2003

By:   
Chad Plowman, President

By:   
Lacey Jilek, IUPAT